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UNITED STATES DISTRICT COURT
NORTHER DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

LESLIE INANCHY,

Plaintiff,

v.

LIFE INSURANCE COMPANY OF NORTH
AMERICA; SONY ELECTRONICS, INC.
LONG TERM DISABILITY PLAN; SONY
ELECTRONICS INC. EMPLOYEE TERM LIFE
INSURANCE COVERAGE PLAN,

Defendants.

Case No.

**COMPLAINT FOR BREACH OF
EMPLOYEE BENEFIT PLAN
(29 U.S.C. § 1002 et seq);
COMPLAINT FOR BENEFITS**

I. JURISDICTION

1. Leslie Inanchy, born May 23, 1948, is and at all times mentioned herein was a resident of Santa Clara County, California and resident in the Northern District of California. Sony Electronics, Inc.. (SONY) is and at all times mentioned herein was business doing business in Santa Clara County, California. SONY created the Sony Electronics Inc. Long Term Disability Plan (the LTD Plan) and the Sony Electronics Inc. Employee Term Life Insurance Coverage Plan (the Life Plan) as employee benefits. The LTD Plan was fully insured with the Life Insurance Company of North America (LINA) effective September 1, 2000 as Group Plan LK-030426. The Life Plan was fully insured with LINA effective January 1, 1998., Policy Number FLX-050797. The LTD Plan and the Life Plan are in writing. This claim arises under an ERISA registered and controlled employee benefit plan. Jurisdiction of this court is present under 29 U.S.C. § 1002, 29 U.S.C. § 1132.

II. STATEMENT OF FACTS

2. Prior to May 16, 2003, SONY created the LTD plan and the Life Plan in writing for its employees as an employee benefit. Under the terms of the LTD Plan, LINA promised to pay Long Term disability benefits to any such employees as would become totally disabled as defined by the LTD Plan while employed by SONY and to provide extended death benefits under the Life Plan to any employee totally disabled as defined by the Life Plan.

3. At all time herein mentioned, Inanchy was an employee of SONY and is a covered employee under the Plans.

4. On or about May 16, 2003, Inanchy became totally disabled in accordance with the definition of total disability under the LTD Plan and the Life Plan and timely applied for benefits under the Plans.

5. The LTD Plan was to provide long term benefits to Inanchy commencing November 15, 2003 at 60% of Inanchy's salary to a maximum of \$10,000 per month. The Life Plan would extend benefits from the date of total disability as defined in the Life Plan.

